

COUNTYWIDE CRIMINAL JUSTICE **COORDINATION COMMITTEE**



SUPERVISOR GLORIA MOLINA . CHAIR SHERIFF LEROY BACA . VICE-CHAIR MARK DELGADO . EXECUTIVE DIRECTOR 500 WEST TEMPLE STREET, ROOM 520 LOS ANGELES, CA 90012 (213) 974-8398

October 12, 2010

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

11 October 12, 2010

SACHI A. HAMAI **EXECUTIVE OFFICER**

APPROVE APPROPRIATION ADJUSTMENTS TO THE FISCAL YEAR 2010-11 **BUDGETS FOR THE BOARD OF SUPERVISORS - COUNTYWIDE CRIMINAL** JUSTICE COORDINATION COMMITTEE AND DEPARTMENT OF PUBLIC HEALTH TO REFLECT AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING RECEIVED VIA THE SUPERIOR COURT AND EXECUTE AN AMENDMENT TO AGREEMENT H-801596 WITH PROTOTYPES FOR ENHANCED TREATMENT SERVICES FOR THE WOMEN'S REENTRY COURT (ALL DISTRICTS)

(4 VOTES)

SUBJECT

The California Emergency Management Agency (Cal EMA) has awarded American Recovery and Reinvestment Act (ARRA) funding to the Los Angeles Superior Court (Court) to extend residential treatment services for female parolees enrolled in Los Angeles County's Women's Reentry Court (WRC). The Countywide Criminal Justice Coordination Committee (CCJCC) will implement this grant and recommends approval of appropriation adjustments to reflect ARRA funds to be received via the Court. Department of Public Health (DPH) recommends authorization to execute an amendment to implement the enhanced treatment services outlined in the Cal EMA grant to the Court.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve an Appropriation Adjustment (Attachment I) to increase CCJCC's Services and Supplies Fiscal Year 2010-11 Budget in the amount of \$262,000 to be fully offset by ARRA revenue from the Court funded by the Cal EMA Parolee Reentry Court Grant. This revenue will fund extended residential treatment services provided to participants in the WRC program and oversight of the program.

Honorable Board of Supervisors October 12, 2010 Page 2 of 4

- 2. Approve an Appropriation Adjustment (Attachment II) to increase DPH's Services and Supplies Fiscal Year 2010-11 Budget in the amount of \$255,000, fully offset by intrafund transfer from CCJCC. This will fund extended residential treatment services provided by PROTOTYPES to participants in the WRC program.
- 3. Approve and instruct the Director of DPH, or his designee, to execute Amendment Number 4 to Agreement H-801596, substantially similar to Attachment III, with PROTOTYPES to extend residential treatment services for participants enrolled in the WRC program, effective upon Board approval through September 30, 2012, fully funded by the Cal EMA grant via intrafund transfer from CCJCC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County's Women's Reentry Court aims to reduce recidivism and support successful community reintegration among women offenders who suffer from multiple issues, including mental illness, substance abuse and extensive trauma histories. The program provides rehabilitative services to women parolees facing a new felony charge. In lieu of a return to prison, participants are enrolled in the drug court model program, which provides for judicial supervision and residential treatment for these women and their children. Each participant receives a treatment plan, which may include substance abuse, mental health, family reunification, education and vocational programs, and employment development services.

The California Department of Corrections and Rehabilitation (CDCR) has funded the core residential treatment component of the program since May 2007. This funding limits residential treatment stays to six months. CCJCC administers this CDCR funding and oversees the program.

In January 2010, Cal EMA released a Request for Proposals (RFP) to establish and/or enhance parolee reentry courts designed to divert parole violators from prison through the use of collaborative courts. The RFP required the County Superior Court to be the lead on the grant application and, if awarded, the grant recipient. Funding from the federal American Recovery and Reinvestment Act of 2009 was earmarked to fund the establishment of these courts.

The Los Angeles Superior Court, in partnership with CCJCC and the WRC Oversight Subcommittee, responded to the RFP and submitted a proposal to extend residential treatment services for female parolees in the WRC Program beyond the six months currently funded by CDCR. The WRC Steering Committee and judicial officer had determined that WRC participants would benefit from longer residential treatment stays given the extensive trauma, mental health, and substance abuse issues they present.

In July 2010, the Superior Court was awarded a \$698,563 two-year grant to extend residential treatment services for up to 30 women parolees per year by an average of four and one half months. The grant period will cover two Federal fiscal years and

Honorable Board of Supervisors October 12, 2010 Page 3 of 4

expires September 30, 2012. Given the role CCJCC plays in administering the CDCR funding for the WRC, the Superior Court designated CCJCC as the implementing agency. CCJCC will incorporate the new Cal EMA grant into its financial, administrative and programmatic oversight of the program.

The ARRA funding received by the Court will be transferred to CCJCC to implement the program enhancement. As the grant manager, CCJCC will oversee reporting requirements and administer the fund transfer to DPH for the extended residential treatment services that will be provided by PROTOTYPES.

PROTOTYPES has been the WRC's sole contracted treatment provider since the program's inception in 2007. These grant funds will extend the length of residential treatment services already provided by them. Based on the design and timing of the grant and the organization of the WRC Program, it would be infeasible from both a treatment and logistical perspective to have other providers bid for and provide this service. Furthermore, the grant submitted by the Court and approved by Cal EMA identified PROTOTYPES as the treatment provider for the funded enhancement. The contract with PROTOTYPES will continue to be administered by DPH.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal 5, Public Safety, and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The recommended actions will result in additional ARRA revenues to the County in the amount of \$698,563 over two Federal fiscal years to support treatment services for participants in the WRC. Of this amount, \$667,356 will be allocated to PROTOTYPES (\$249,545 in FY 2010-11, \$334,129 in FY 2011-12, and \$83,682 in FY 2012-13), and \$29,114 will be retained for administrative costs shared by CCJCC and DPH (\$14,557 for each CCJCC and DPH). CCJCC will receive an additional \$2,093 to cover the grant's required travel and training.

The Appropriation Adjustments for FY 2010-11 for both CCJCC and DPH include \$250,000 allocated to PROTOTYPES and \$12,000 for administrative costs, including the grant's required travel and training. Of the \$12,000 in administrative costs, \$7,000 will be retained by CCJCC and \$5,000 will be retained by DPH. The grant funding for subsequent years will be included in future years' budgets.

There is no net County cost with this action.

CONTRACTING PROCESS

The Superior Court's grant application was developed in collaboration with CCJCC and the WRC Oversight Subcommittee. The application specified that grant funds would be

Honorable Board of Supervisors October 12, 2010 Page 4 of 4

utilized to extend residential treatment services provided by PROTOTYPES to WRC parolees by approximately four and one half months.

PROTOTYPES was initially selected for its existing residential treatment services through a competitive bid process and was further extended on a sole source basis. The contract term for the current PROTOTYPES agreement is July 1, 2009 through June 30, 2011. Approval of the recommended action will allow DPH to amend the current agreement (H-801596) to increase the contract funding amount by \$667,356 and extend the term of the Agreement through September 30, 2012.

IMPACT ON CURRENT SERVICES

The appropriation adjustments and contract agreement will allow the WRC program to continue providing evidence-based treatment services to eligible women offenders and their children and extend residential treatment to those parolees in need.

CONCLUSION

Upon approval, please return two (2) copies of the adopted Board letter to Mark Delgado, Executive Director of the Countywide Criminal Justice Coordination Committee, and two (2) copies to Jonathan Fielding, Director of Public Health.

Respectfully submitted,

MARK DELGADO, Executive Director

Countywide Criminal Justice Coordination Committee JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer
Department of Public Health

MD:cgm

Attachments (3)

c: William T Fujioka, Chief Executive Officer
Sachi Hamai, Executive Officer, Board of Supervisors
Andrea Sheridan Ordin, County Counsel
John A. Clarke, Executive Officer of the Superior Court
Board of Supervisors Justice Deputies
Board of Supervisors Health Deputies
Judy Hammond, CEO Public Information Officer

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO.

DEPARTMENT OF BOARD OF SUPERVISORS

September 29, 2010

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2010-11

4 - VOTES

SOURCES

USES

Board of Supervisors A01 - BS - 90 - 9009 - 10010 ARRA Revenue Increase Revenue \$262,000 Board of Supervisors A01 - BS - 2000 - 10010 Services and Supplies Increase Appropriation \$262,000

SOURCES TOTAL: \$ 262,000

USES TOTAL: \$ 262,000

JUSTIFICATION

Reflects funding from American Recovery & Reinvestment Act (ARRA) Federal Stimulus Revenue to Countywide Criminal Justice Coordination Committee (CCJCC) to extend residential treatment services provided to participants in the Women's Reentry Court (WRC) program.

ADOPTED
BOARD OF SUPERVISORS
COLINITY OF LOS ANGENESS

AUTHORIZED SIGNATURE Nanette Herrera

110 OCT 1 2 2010

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

SACHI A HAMAI EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ...

V RECOMMENDATION

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

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COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO.

DEPARTMENT OF PUBLIC HEALTH

September 13, 2010

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2010-11

3 - VOTES

SOURCES

SUBSTANCE ABUSE PREVENTION AND CONTROL A01-PG-20400-6800 INTRAFUND TRANSFER- \$255,000 DECREASE APPROPRIATION

USES

SUBSTANCE ABUSE PREVENTION AND CONTROL A01-PG-20400-2000 SERVICES AND SUPPLIES- \$255,000 INCREASE APPROPRIATION

SOURCES TOTAL: \$ 255,000

USES TOTAL: \$ 255,000

JUSTIFICATION

This appropriation adjustment is requested to reflect additional Intrafund Transfer of \$255,000 from the Countywide Criminal Justice Coordination Committee (CCJCC) to the Department of Public Health Substance Abuse Prevention and Control to extend residential treatment services for female parolees enrolled in Los Angeles County's Women Reentry Court. Funding is supported by a grant award from California Time gency Management Agency (Cal EMA), American Recovery and Reinvestment Act.

BOARD OF SUPERVISORS

AUTHORIZED SIGNATURE [Jeremy D. Cortez]

1 1 m OCT 1 2 2010

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

SACHI A. HAMAI EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR	ACTION	APPROVED AS REQUESTED
EXECUTE OF FIGURE 1 OF	RECOMMENDATION	APPROVED AS REVISED
AUDITOR-CONTROLLER	BY Cosp	CHIEF EXECUTIVE OFFICER BY
B.A. NO. 038	Sept. 29 20 10	3/t. a9, 20 10

Contract No. H-801596-4

ALCOHOL AND DRUG SERVICES AGREEMENT

Amendment No. 4

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THIS AMENDMENT is made and en	tered into this day		
of	_, 2010,		
by and between	COUNTY OF LOS ANGELES (hereafter "County"),		
and	PROTOTYPES (hereafter "Contractor").		
WHEREAS, reference is made to	that certain document		
entitled "ALCOHOL AND DRUG SERVICES AGREEMENT", dated July 1,			
2006, and further identified as Ag	reement No. H-801596, and any		
Amendments thereto (all hereafter "Agreement"); and			
WHEREAS, on,	County's Board of Supervisors		
approved amending the Alcohol and	Drug Services Agreement to		
increase the maximum County obligation to reflect new funding by			
the American Recovery and Reinvest	ment Act and to extend the		
term; and			
WHEREAS, it is the intent of	the parties hereto to amend		
Agreement to adjust the maximum Co	unty obligation, extend the		

term, and make other hereafter designated changes; and

WHEREAS, wherever the term "County's Alcohol and Drug
Program Administration" appears in this Agreement, this term
shall be replaced with "County's Substance Abuse and Prevention
and Control"; and

WHEREAS, wherever the term "ADPA" appears in this Agreement, this term shall be replaced with "SAPC"; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, effective on the effective date of this Amendment, throughout this Agreement the term "Exhibits" refers to Exhibit(s) A, B-2, and C, and the term "Schedules" refers to Schedule(s) A, B-2 and C, (and when applied, the term "Budgets" refers to Budget[s] A, B-2 and C), inclusively, unless otherwise noted.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall be effective _____.
- 2. Subparagraph 1 of Paragraph 1, TERM of this Agreement, shall be revised to read as follows:

"The term of this Agreement shall commence July 1, 2006 and shall continue in full force and effect to and including September 30, 2012."

- 3. Subparagraph A of Paragraph 2, DESCRIPTION OF SERVICES of this Agreement, shall be revised to read as follows:
 - "A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:
 - (1) ADDITIONAL PROVISIONS DEPARTMENT OF PUBLIC HEALTH SUBSTANCE ABUSE PREVENTION AND CONTROL ALCOHOL AND DRUG SERVICES AGREEMENT July 1, 2006
 - (2) Exhibit A ALCOHOL AND DRUG RESIDENTIAL SERVICES
 - (3) Exhibit B-2 ALCOHOL AND DRUG RESIDENTIAL SERVICES
 - (4) Exhibit C ALCOHOL AND DRUG RESIDENTIAL SERVICES WOMEN'S REENTRY COURT
 - (5) COUNTY OF LOS ANGELES YOUTH TREATMENT STANDARDS AND PRACTICES JANUARY 2008

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (5) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget (s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s)."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY of this Agreement, shall be amended and replaced in its entirety to read as follows:

"4. MAXIMUM OBLIGATION OF COUNTY:

- A. During the period July 1, 2006 through June 30, 2007, the maximum obligation of County for all services provided under this Agreement is Nine Hundred Seventy-Three Thousand, Three Hundred Twenty Dollars (\$973,320). This sum represents the total maximum obligation of County as shown in the Exhibit(s) A and B-1, attached hereto.
- B. During the period July 1, 2007 through June 30, 2008, the maximum obligation of County for all services provided under this Agreement is One Million, Two Hundred Twenty-Nine Thousand, Six Hundred Sixty Dollars (\$1,229,660). This sum represents the total maximum obligation of County as shown in the Exhibit(s) A and B-1, attached hereto.
- C. During the period July 1, 2008 through June 30, 2009, the maximum obligation of County for all services provided under this Agreement is One Million, Two Hundred Twenty-Nine Thousand, Six Hundred Sixty Dollars (\$1,229,660). This sum represents the total maximum

obligation of County as shown in the Exhibit(s) A and B-1, attached hereto.

- D. During the period July 1, 2009 through June 30, 2010, the maximum obligation of County for all services provided under this Agreement is One Million, Two Hundred Forty Thousand, One Hundred Six Dollars (\$1,240,106). This sum represents the total maximum obligation of County as shown in the Exhibit(s) A and B-2 attached hereto.
- F. During the period July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided under this Agreement is One Million, Four Hundred Eighty-Nine Thousand, Six Hundred Fifty-One Dollars (\$1,489,651). This sum represents the total maximum obligation of County as shown in the Exhibit(s) A, B-2, and C, attached hereto, subject to availability of funds.
- G. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided under this Agreement is Three Hundred Thirty-Four Thousand, One Hundred Twenty-Nine Dollars (\$334,129). This sum represents the total maximum obligation of County as shown in the Exhibit(s) C, attached hereto, subject to availability of funds.

- H. During the period July 1, 2012 through September 30, 2012, the maximum obligation of County for all services provided under this Agreement is Eighty Three Thousand, Six Hundred Eighty-Two Dollars (\$83,682). This sum represents the total maximum obligation of County as shown in the Exhibit(s) C, attached hereto, subject to availability of funds.
- I. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under SAPC control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash

payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded."

- 5. Paragraph 7, GENERAL INSURANCE REQUIREMENTS, shall be revised to read as follows:
 - "7. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:
 Without limiting Contractor's indemnification of County,
 and in the performance of this Agreement and until all of
 its obligations pursuant to this Agreement have been met,
 Contractor shall provide and maintain at its own expense
 insurance coverage satisfying the requirements specified in
 Paragraph 9 of this Agreement. These minimum insurance
 coverage terms, types and limits (the "Required Insurance")
 also are in addition to and separate from any other
 contractual obligation imposed upon Contractor pursuant to
 this Agreement. The County in no way warrants that the
 Required Insurance is sufficient to protect the Contractor
 for liabilities which may arise from or relate to this
 Agreement.
 - A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents

(defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required

Insurance coverage types and limits specified herein,
reference this Agreement by name or number, and be
signed by an authorized representative of the
insurer(s). The Insured party named on the

Certificate shall match the name of the Contractor
identified as the contracting party in this Agreement.

Certificates shall provide the full name of each
insurer providing coverage, its National Association
of Insurance Commissioners ("NAIC") identification
number, its financial rating, the amounts of any
policy deductibles or self-insured retentions

exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Health
Substance Abuse Prevention and Control
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

Contractor also shall promptly report to County
any injury or property damage accident or incident,
including any injury to a Contractor employee
occurring on County property, and any loss,
disappearance, destruction, misuse, or theft of County
property, monies or securities entrusted to
Contractor. Contractor also shall promptly notify

County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

Additional Insured Status and Scope of В. Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is

acceptable providing it satisfies the Required Insurance provisions herein.

- C. <u>Cancellation of Insurance</u>: Except in the case of cancellation for non-payment of premium,

 Contractor's insurance policies shall provide, and

 Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance.

 Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
- D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
- E. <u>Insurer Financial Ratings</u>: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
 - F. Contractor's Insurance Shall Be Primary:

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

- extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- Requirements: Contractor Insurance Coverage

 Contractors as insureds under Contractor's own

 policies, or shall provide County with each Sub
 Contractor's separate evidence of insurance coverage.

 Contractor shall be responsible for verifying each

 Sub-Contractor complies with the Required Insurance

 provisions herein, and shall require that each Sub-

Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

- (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- J. <u>Claims Made Coverage:</u> If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or

cancellation.

- K. Application of Excess Liability Coverage:

 Contractors may use a combination of primary, and

 excess insurance policies which provide coverage as

 broad as ("follow form" over) the underlying primary

 policies, to satisfy the Required Insurance

 provisions.
- L. <u>Separation of Insureds:</u> All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc., (ISO), separation of insureds provision with no insured versus insured exclusions or limitations.
- M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- N. <u>County Review and Approval of Insurance</u>

 Requirements: The County reserves the right to review

and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

6. Paragraph 8, INSURANCE COVERAGE REQUIREMENTS, shall be revised to read as follows:

"8. INSURANCE COVERAGE REQUIREMENTS:

- A. Commercial General Liability: Insurance

 (providing scope of coverage equivalent to ISO policy

 form CG 00 01), naming County and its Agents as an

 additional insured, with limits of not less than:

 General Aggregate: \$2 Million

 Products/Completed Operations Aggregate: \$1 Million

 Personal and Advertising Injury: \$1 Million

 Each Occurrence: \$1 Million
- B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01: a) naming the County as Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- D. <u>Sexual Misconduct Liability</u>: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims

for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- E. Professional Liability/Errors and Omissions:

 Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation."
- 7. Paragraph 19, CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY, shall be added to Agreement to read as follows:
 - "19. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

 FLEXIBILITY: In order for County to maintain flexibility
 with regards to budget and expenditure reductions,

 Contractor agrees that Director may cancel this Agreement,
 without cause, upon the giving of ten (10) calendar days
 written notice to Contractor; or notwithstanding, the

ALTERATION OF TERMS of this Agreement, Director may consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein."

- 8. On the effective date of this amendment, Exhibit C shall be attached hereto and incorporated herein by reference.
- 9. Except for the changes set forth herein above,
 Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Ву			
	Jonathan E. Fielding, M.D. M.P.H.		
	Director and Health Officer		
	PROTOTYPES		
	Contractor		
Ву			
	Signature		
	Printed Name		
Title			
	(AFFIX CORPORATE SEAL)		

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By Patricia Gibson, Acting Chief Contracts and Grants Division

PROTOTYPES

EXHIBIT C

<u>RESIDENTIAL SERVICES</u> (Women's Reentry Court)

1. <u>DEFINITION</u>: Residential services for (Women's Reentry Court) are defined as a twenty-four (24) hour residential program with a primary (or total) population of ambulatory drug abuse clients who are involved in no less than six (6) hours of planned treatment activities per day and are under the supervision of trained staff. This is a counseling modality in which no person including, but not limited to, homeless persons is treated for the abuse of drugs by means of administering, furnishing, or prescribing narcotics and/or restricted dangerous drugs.

For purposes of this Exhibit, "homeless" persons are defined as those individuals with drug and/or alcohol related problems who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and other similar locations.

2. <u>PERSONS TO BE SERVED</u>: Residential services for (Women's Reentry Court) clients (including, but not limited to, homeless persons) shall be furnished to <u>parolees and their</u> children (all hereafter referred to as participant), referred into the Women's Reentry Court Program in accordance with the

guidelines and protocols set forth and provided by the Women's Reentry Court. Based upon the continuing treatment needs of client, duration of any individual client's treatment hereunder shall not exceed four and half (4.5) months (or approximately 139 calendar days) without the prior approval by Substance Abuse Prevention and Control ("SAPC") Director, or his/her designee (all hereafter "SAPC Director").

OPERATION: Contractor shall provide services at the following facility(ies) and submit participant data for services provided therein, as required in Paragraph 11, AUTOMATED PARTICIPANT REPORTING SYSTEM of this Exhibit. Facility may be removed as a service delivery site for this Exhibit if Contractor does not submit participant data from the facility for three (3) consecutive months. Contractor's facility(ies) where Women Reentry Court residential services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 845 East Arrow Highway, Pomona, California 91767. Contractor's facility telephone number is (909) 624-1233, facsimile/FAX number is (909) 624-1375, and electronic-mail ("e-mail") address is address is cloch@prototypes.org; jmckenzie@prototypoes.org. Contractor's

facility days and hours of operation are 7 days a week, 24 hours a day.

Contractor shall obtain prior written approval from SAPC Director, at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director, at least ten (10) calendar days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION:

- A. During the period of Board Approval through June 30, 2011, that portion of the maximum obligation of County which is allocated under this Exhibit for residential alcohol and drug services is Two Hundred Forty-Nine Thousand, Five Hundred Forty-Five Dollars (\$249,545). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.
- B. During the period of July 1, 2011 through June 30, 2012, that portion of the maximum obligation of County which is allocated under this Exhibit for residential alcohol and drug services is Three Hundred Thirty-Four Thousand, One Hundred Twenty-Nine Dollars (\$334,129). Other financial

information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

- C. During the period of July 1, 2012 through September 30, 2012, that portion of the maximum obligation of County which is allocated under this Exhibit for residential alcohol and drug services is Eighty-three Thousand, Six Hundred Eighty-Two Dollars (\$83,682). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.
- 5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to clients under this Agreement, as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement dollar amounts, as set forth in the Schedule(s) referenced hereinabove and attached hereto.

County agrees to compensate Contractor for services provided to clients under this Agreement, at the daily rate (fee-for-service rate for each resident day or portion thereof) as set forth in the Schedule(s) referenced hereinabove and attached hereto. For purposes of this Agreement, the definition of "resident day" is a twenty-four (24) hour period during which a specified licensed bed is assigned to and occupied by a registered client. In addition, a resident day shall also

include services provided by Contractor as required in Paragraph 9, SPECIFIC SERVICES TO BE PROVIDED of this Exhibit.

County shall reimburse Contractor for the total days that a registered client stays in a program, including the first day, but not the last day.

SAPC Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule of this Agreement, once per fiscal year, upon Contractor's submission of a revised budget that substantially demonstrates the need for such rate adjustment. Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. SAPC Director shall review revised budget and cost report, and determine whether a rate adjustment is necessary. In the event SAPC Director, in his/her sole discretion, determines a rate adjustment is necessary, prior written notice of such reimbursement rate changes shall be provided to Contractor, DPH's Contracts and Grants Division, and to County's Chief Executive Office. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by SAPC Director.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County

participants as described and as summarized in Contractor's

"Statement of Work" form, attached hereto and incorporated herein

by reference. Contractor shall be responsible for submitting the

Statement of Work form in writing for SAPC Director's review and approval before to the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that Contractor will achieve in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by SAPC Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of federal, State, and local emphasis on better documenting and assessing program effectiveness, County may, at its sole discretion, require Contractor to participate in Countyauthorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los Angeles County Patient Reporting System ("LACPRS") for both admission and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of County with additional oversight by a Countyappointed advisory group.

Contractor will participate in the Los Angeles County

Evaluation System, as requested by County. Contractor

participation will include, but not be limited to, training, data

collection and reporting, and the administration of standardized

evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph, shall constitute a material breach of contract and this Agreement may be terminated by County.

7. CLIENT RECORDS: Client records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical history; client identification data; diagnostic studies, if appropriate; a treatment plan which includes short and long-term goals generated by staff and client; assignment of a primary counselor; description of type and frequency of services including support services to be provided; a record of client interviews and any other intake information determined by County as necessary for program evaluation purposes; and a discharge/transfer summary and any other discharge information determined by County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

8. <u>EMERGENCY MEDICAL TREATMENT</u>: Clients treated hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility.

The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable hereunder. Contractor shall have a written agreement(s) with a licensed hospital(s) within the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to SAPC within thirty (30) calendar days of any changes of licensed medical facility.

- 9. SPECIFIC SERVICES TO BE PROVIDED: In addition to those services as described above, and under the "Statement of Work" form (Overall Goal), attached hereto and incorporated herein by reference below, Contractor shall provide a number of specific services which shall be provided in accordance with procedures formulated and adopted by Contractor's staff and approved by SAPC Director.
 - A. The specific services to be provided by Contractor hereunder are as follows:
 - (1) Conduct intake and comprehensive assessment of participant's physical and emotional health; alcohol and/or drug use; vocational/educational, legal, housing, family/interpersonal, criminogenic risks, including documentation of admission requirements.
 - (2) Provide recovery and treatment planning and intensive residential stay, including room and meals.
 - (3) Provide evidence-based programming for each participant including substance abuse treatment, trauma

informed programming and counseling, and family reunification, as approved by SAPC Director.

- (4) Provide individual, group, family, collateral counseling in accordance with the client's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.
- (5) Coordinate with other agencies, including criminal justice agencies involved with drug abuse programs.
 - (6) Refer clients to self-help groups.
- (7) Provide, or arrange referral to vocational counseling, training, and skill development.
- (8) Refer client for any service deemed appropriate by Women's Reentry Drug Court judge and Contractor for contributing to client's rehabilitation such as, but not limited to, health care, mental health/psychological services, dental, transitional housing, job training, and community service programs. Such services shall not be a charge to County, nor be reimbursable, hereunder.
- (9) Assist with discharge planning to ensure that client has support in recovery, including transition to community services.

- (10) Notify the appropriate referral agency when any client is considered for discharge and include an appropriate entry on discharge plan for client.
- (11)Conduct follow-up on former clients in accordance with Contractor's written policies and procedures which shall be approved by Director prior to commencement of this Agreement. Contractor shall attempt to contact any client who has been a resident of Contractor's residential services program for a minimum period of thirty (30) calendar days and who has left the program for any reason. The purpose of such follow-up shall be to determine the client's current health status and treatment needs, and to advise the client relative thereto. All attempts to contact the former client, and the result of such attempts, shall be documented in the client's records and shall include as appropriate: client's willingness to respond to Contractor's followup efforts, 2) status of client's drug use, 3) status of his/her current employment, and 4) history of arrest subsequent to termination of treatment program. Contractor shall obtain client's consent for follow-up contact at time of client's admission to the residential drug free services program.
- (12) Conduct body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall

require that each client's emission of the urine collected to be observed by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.

- (13) Provide workshops on drug abuse treatment and recovery issues, Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS"), Sexually Transmitted Diseases, Tuberculosis transmission ("TB"), general health, and life skills using videos, audio tapes, lectures, and question/answer periods.
- 10. PROGRAM CAPACITY AND PRODUCTIVITY BASELINE TO ESTABLISH
 PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

On an annual basis:

- A. The total number of beds licensed by the State of California in the facility(ies) identified in this Exhibit is as follows: Facility 1: 118.
- B. The total number of beds to be used by program residents served under this Agreement is as follows: Facility 1: 10/13/3.
- C. The total bed capacity to be used by program residents during the term of this Agreement is 3,650/4,745/1,095 (Sum of Subparagraph "B" amounts as described hereinabove x 365 days).

- D. During the term of this Agreement, Contractor shall maintain an occupancy level of <u>82.8/85.3/92.6</u> percent of the total bed capacity.
- E. Contractor shall provide a minimum of 3.024/ 4.050/1.014 resident day units of service during the Agreement term (Subparagraph "C" amount x Subparagraph "D" amount as described hereinabove).
- 11. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the County's automated LACPRS reporting system. Contractor will enter client information directly into County's automated LACPRS, and provide other data as outlined by the California Emergency Management Agency, as appropriate. Contractor shall provide a computer that includes but not limited to, peripherals hardware, software, cable lines and connections, internet access and modem. Contractor shall provide all necessary maintenance for the computer and related equipment and ensure that all computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

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PROTOTYPES

SCHEDULE C

(Women's Reentry Court) RESIDENTIAL SERVICES

Period of (07/01/12-09/30/12)	1,014	\$ 83,682	O 0	\$ 83,682	\$ 82.50	\$ 82.50	\$27,894
Period of (07/01/11-06/30/12)	4,050	\$ 334,129	\$	\$_334,129	\$ 82.50	\$ 82.50	\$27,844
Period of (Board Approval-06/30/11)	3,024	\$ 249,545	\$	\$ 249,545	\$ 82.50	\$ 82.50	\$ 31,193
(E	Units of Service	Maximum Allocation	Projected Revenues	Projected Total Gross Program Cost. (Item 2 plus Item 3)	Projected Gross Program Cost per Resident Day	Fee-For-Service Rate per Resident Day	Maximum Monthly Amount/Allocation
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County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, subparagraph A, subsection (5) and Paragraph 14, subparagraph H, of the ADDITIONAL PROVISIONS.

PROTOTYPES

STATEMENT OF WORK

<u>RESIDENTIAL SERVICES</u> (Women's Reentry Court)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve. Services and Overall Goal:

Women's Reentry Drug Court Program is a unique evidence-based program treating female parolees facing a new criminal charge who are diverted to treatment in lieu of being sentenced to state prison on a new charge. The Women's Reentry Drug Court Program will extend residential treatment services for up to 30 female parolees per year for an average of 4.5 months by implementing a second phase of residential treatment. The newly implemented second phase of residential treatment will include employment counseling, or vocational/employment counseling leading to full-time employment or full-time employment-seeking activities; a focus on building strong community recovery support with a strong emphasis on 12-step meetings; a focus on obtaining safe housing for time of exit; requirement to attend two outpatient groups per week

A detailed description, including a timetable, of the services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by SAPC Director.

RS_WRC

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH ALCOHOL AND DRUG PROGRAM ADMINISTRATION

YOUTH TREATMENT

STANDARDS & PRACTICES



January 2008

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Introduction and Overview

The Los Angeles County Alcohol and Drug Program Administration's (ADPA)Youth System of Services is comprised of community-based programs that collectively provide a continuum of prevention, treatment, and recovery services tailored to the specific needs of youth. This continuum of services ensures that youth have access to services that meet their present level of need.

This document addresses the treatment component of the continuum, and is designed to ensure a common programmatic framework for treatment services countywide. The Youth Treatment Standards and Practices was developed in collaboration with ADPA contracted youth treatment providers and all elements are considered essential to the operation of youth treatment services in the County. Subsequent editions will be developed to reflect refinements in the system of services and advances in the field. For more information on the ADPA's Youth System of Services, contact (626) 299-4135.

KEY PROGRAM CHARACTERISTICS

The following are considered key characteristics in the program design and provision of youth services:

- Ongoing community assessment to ensure that service needs and emerging issues of the target population are identified and addressed.
- Program strategies consistent with evidenced-based approaches, including best practices and promising practices, such as those referenced by the National Institute on Drug Abuse (NIDA); the Substance Abuse and Mental Health Services Administration (SAMHSA); and academic literature.
- A continuum of care approach for ensuring continuity of services focused on the unique needs of each youth participant.
- Family centered services that also address the identified youth in the context of their community (extended systems - e.g., peers, school, and neighborhood, etc.).
- Program services and staffing that appropriately address the cultures and languages of the target population.
- Ongoing evaluation to monitor and improve the effectiveness and quality of services.



Acronyms and Abbreviations

ADPA Los Angeles County, Alcohol and Drug Program Administration

AOD Alcohol and other drug(s)

ASAM American Society of Addiction Medicine

CA-ADP California Department of Alcohol and Drug Programs

CFR 42 Code of Federal Regulations Title 42

COD Co-Occurring Disorders

CSAT Center for Substance Abuse Treatment

DSM-IV-TR Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition

EPSDT Early Periodic Screening, Diagnosis, and Treatment

HIPAA Health Insurance Portability and Accountability Act

LACPRS Los Angeles County Participant Reporting System

NIDA National Institute on Drug Abuse

SAMHSA Substance Abuse and Mental Health Services Administration

TIPS Treatment Improvement Protocol Series



Definition of Terms

Adolescence- the period of life between puberty and maturity, which is generally, accepted as ages 12 through 17, inclusive (CA-ADP).

Assessment- is a process that begins following the time of identification of a youth affected by AOD and continues throughout the treatment process by which the treatment team collaborates with the youth, family (when possible or clinically appropriate), and others to gather and interpret information necessary to determine their level of problem severity, match their clinical needs to the appropriate level of treatment, and evaluate progress in treatment (CSAT TIPS No. 3; CA-ADP).

Case Management- activities aimed at linking the youth to the service system and at coordinating the various services in order to achieve a successful outcome. The objective of case management in a substance abuse or mental health system is continuity of care and service. Services may include linking, monitoring, and case-specific advocacy (OASAS).

Continuum of Care - an integrated network of treatment services and modalities designed so that an individual's changing needs will be met as that individual moves through the treatment and recovery process (ASAM).

Detoxification- a service that provides for the supervised elimination of the physical dependence on a pharmacological agent. The purpose is to minimize the pain, discomfort, and possible danger that might result from abrupt termination of the substance to which an individual has developed physical dependence. Settings include: hospital in-patient, non-hospital residential or ambulatory (CA-ADP).

Early Intervention- services that explore and address any problems or risk factors that appear to be related to use of AODs and that help the individual to recognize the harmful consequences of inappropriate use. Such individuals may not appear to meet the diagnostic criteria for a substance use disorder, but require early intervention for education and further assessment (ASAM).

Practices- established methods or applications.*

Protocols- a set of written standardized procedures.

Screening- the use of a brief and simple questionnaire to identify youth that may need AOD treatment by uncovering indicators of AOD problems (CA-ADP).

Standards- an expectation or principle for youth treatment processes.*

Youth- the period of life between childhood and maturity (CA-ADP).

^{*} Within these Standards and Practices, shall indicates a program requirement and should indicates recommendations/guidelines that are consistent with good practice in the youth treatment field.



Program Participants

Standards:

- Treatment services shall be made available to all youth populations, including the underrepresented and underserved populations of African Americans, American Indians/Native Americans, Asians/Pacific Islanders, and Latinos. Specific efforts shall be made to ensure that marginalized youth, such as gay, lesbian, bisexual, transgender and transsexual youth; pregnant and parenting adolescent females; and runaway/homeless youth shall have access to treatment services.
- 2. Treatment services shall be made available to all youth experiencing co-occurring substance-related and emotional or psychiatric disorders.
- Treatment services shall be made available to all youth who have used AOD and are considered to be at high risk for AOD related problems.
- 4. The target population for youth treatment services shall be individuals ages 12 through 21 at the time of screening or assessment (ADPA Youth Services Contract Exhibit).
- Treatment services shall be made available to youth residing in Los Angeles County.
- 6. Treatment services should be provided to youth who meet DSM-IV-TR categories for substance use disorders. The DSM-IV-TR diagnosis demarcates youth that require AOD treatment versus prevention services (*Drug Abuse Prévention: What Works*, NIDA 1997).

- a. In the event that an individual younger than 12 years of age requires treatment services, the treatment agency shall obtain approval from the County by submitting documentation indicating the youth's appropriateness for the treatment program based on clinician's judgment, admission date, and duration of the program. A copy of this document should be submitted to the agency's ADPA Program Monitor and a copy kept in the youth's chart. County approval is conditional on an agency's ability to provide treatment services appropriate for the age, clinical needs, and developmental level of the youth.
- b. The agency's treatment services for the youth in subject shall not be prohibited by any law or regulation (CA-ADP, Youth Treatment Guidelines, August 2002).



Program Components

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SCREENING

Standards:

- 1. Eligible youth shall be initially screened to determine AOD use.
- Staff designated to conduct the screening shall be trained by the agency on appropriate interviewing techniques for youth and how to effectively administer the selected instrument.

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Practices:

- a. Treatment agency staff shall determine if youth screened by other referring agencies, such as the Probation Department, local schools, or other organizations, shall need further screening.
- b. Treatment agency staff shall conduct a screening through in person or phone interviews.
- c. Treatment agency staff shall administer the screening in a location that ensures the youth's privacy, in compliance with confidentiality regulations (CFR 42).

INTAKE AND ASSESSMENT

Standards:

- 1. Upon completion of the screening, and after determination of the appropriate treatment program, the treatment agency shall conduct an intake, including a comprehensive assessment for determining the appropriate treatment modality for the youth. Only qualified counselors or professional staff are to administer the assessment instrument (refer to Chapter 11 Practice c).
- 2. Treatment agency staff shall utilize a standardized/research based assessment instrument such as the Adolescent Drug Abuse Diagnosis and the Comprehensive Adolescent Addiction Severity Index, or instruments developed by the treatment agency that include at minimum the following life domains:

alcohol and/or other drug use; neighborhood environment; school history; medical; employment; family; juvenile justice involvement; psychological; interpersonal/social skills; peer relationships; child and welfare involvement; and leisure time activities (CSAT, TIPS Screening and Assessment of AOD Abusing Adolescents). A urine drug screen should be conducted as a component of the assessment process (when clinically appropriate).

- 3. Treatment agency staff shall assess a youth for co-occurring substance use and emotional or psychiatric disorders (COD) using instruments that identify these issues to determine the appropriate treatment services for the youth. For agencies without COD assessment capabilities, the agency must be capable of screening for COD and referring to other agencies for full assessment.
- 4. Treatment agency staff shall screen for safety issues such as risk of suicide; current or history of physical and/or sexual abuse; perpetration of physical or sexual abuse on others; and shall take appropriate action immediately to stabilize the situation (Cal Penal Code §§, 11164-11174.3; California Child Abuse and Neglect Reporting Act [CANR]).
- 5. Only qualified counselors (refer to Chapter 11 Practice c) shall utilize the assessment results for determining the appropriate level and type of substance abuse, mental health, or other treatment services for the youth.

- a. Treatment agency staff shall meet with the youth and the parent or legal guardian (when possible or clinically appropriate) to complete necessary intake forms such as releases of information, consent to treatment, and program rules and regulations; treatment agency staff shall provide the youth, and his/her parent or legal guardian (as applicable), with a description of the program's structure and expectations.
- b. Treatment agency staff shall administer the intake, including a comprehensive assessment in a location that ensures the youth privacy in strict compliance with regulations protecting confidentiality of its program youth (CFR 42).
- c. Assessment should be a continuing process to gain insight into a youth's distinctive strengths, abilities, and needs and not a single event upon the youth's admission to the program.
- d. Treatment agency staff shall receive training in cultural competency in order to assess a youth's cultural/linguistic needs, gender/sexuality issues, developmental level, including appropriate educational achievement, social interactions and emotional development, mental health status, legal status, and family dynamics associated with AOD use.

e. If the need arises, treatment agency staff shall share a youth's assessment results with other programs and entities in compliance with confidentiality regulations.

TREATMENT PLANNING

Standard:

Treatment agency staff shall develop an initial individualized treatment plan for each youth based on the results of the initial clinical assessment and other considerations as deemed relevant by staff, the youth, and when possible or clinically appropriate with his/her parents or legal guardian. Treatment agency staff, the youth, and his/her parents or legal guardian (as applicable) shall sign their approval of the treatment plan.

- a. Treatment agency staff shall discuss the assessment results with the youth, and when possible or clinically appropriate, with his/her parent or legal guardian to jointly determine the treatment plan best suited for the youth to address his AOD problems.
- b. The treatment plan shall contain the following: problems, treatment goals and objectives; target completion dates; activities and frequency (i.e. schedule of individual, group, family, recreational, educational session days and times), and urine drug testing (when clinically appropriate).
- c. Treatment agency staff shall complete the initial treatment plan within 30 days from the date of admission. The treatment plan is to be placed into the youth's file and shall be reviewed with the youth at least every 90 days to jointly monitor progress towards accomplishing treatment goals/outcomes, and to adjust the plan as needed.
- d. If a youth's clinical assessment indicates that mental health treatment is needed, the treatment agency staff shall note such in the youth's treatment plan and make arrangements for the services as indicated.

FAMILY INTERVENTION AND SUPPORT SYSTEMS

Standards:

- 1. Treatment agency should whenever possible, involve the parents/caregivers in all phases of the youth's treatment. Throughout the course of treatment, the agency should continue to attempt to receive consent from the youth to involve the family in the treatment process. Research has found that in many cases, effective treatment for youth frequently involves the family.
- Treatment agency staff shall assist the youth in developing a support system to reinforce behavioral gains made during treatment, and provide ongoing support to help prevent relapse.
- 3. Treatment agency staff shall not inform parents or guardians of treatment without the minor's consent (CFR 42; CA Family Code Section 6928).
- 4. Providers may not disclose information to parents without a minor's written authorization. However, an exception allows a program to share with parents if the program director determines the following three conditions are met: 1) that the youth's situation poses a substantial threat to the life or physical well-being of the youth or another; 2) that this threat may be reduced by communicating relevant facts to the youth's parents; and 3) that the minor lacks the capacity because of extreme youth or a mental or physical condition to make a rational decision on whether to disclose to his/her parents (CFR 42 section 2.14).

Practices:

- a. The treatment agency should make every effort to engage and include the family in the youth's treatment, if clinically appropriate.
- b. The treatment agency shall provide individual family counseling and parental education sessions as clinically appropriate and specified in the treatment plan (CSAT TIPS No. 32).

DRUG TESTING

Standards:

1. Treatment agency should randomly urine drug test youth as a component of the AOD treatment. Urine drug screens are instrumental in determining recent drug use, addressing use during treatment, and providing information about recent relapses. These drug tests should be used for treatment incentive purposes only (CSAT TIPS No. 4).

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 Treatment agency should implement appropriate urine drug screening protocols to protect against the falsification and/or contamination of the youth's urine sample.

Practice:

a. Treatment agency should retain documentation that each employee providing treatment services has the appropriate training to conduct urine drug testing, including the storage of specimens.

CASE MANAGEMENT

Standard:

 Treatment agency staff shall ensure that each youth has access to appropriate treatment-related ancillary services, such as health care, mental health care, dental care, optometric care, educational services, legal services, health education services (HIV/AIDS, STIs, family planning), and housing services.

- a. The treatment agency shall collaborate with community providers of medical, mental health, dental, optometry, educational, legal, health education (HIV/AIDS, STIs, family planning), and housing services for youth as a means to facilitate his/her access to necessary ancillary services.
- b. Treatment agency staff shall advocate and liaison with other service systems to assist the youth and family in negotiating the various service systems and should coordinate referrals to these services (CA-ADP, Youth Treatment Guidelines, August 2002).
- c. The treatment agency's AOD counselors shall confer with agency's mental health staff (e.g., therapist, psychiatrist, or other professional staff) as a means to coordinate integrated treatment services for the youth and his/her family.
- d. Critical decisions affecting the youth's treatment plan shall be made in consultation with the youth, parents or legal guardians (when possible or clinically appropriate), other agency staff in addition to primary counselor as appropriate, and external agencies that have been providing services to the youth as part of the treatment plan.

DOCUMENTATION

Standards:

- 1. Treatment agency staff shall provide as required, written-documentation assessing each youth's progress in the treatment program and compliance/ non-compliance with program requirements. Treatment agency staff shall also document compliance with regulations protecting youth confidentiality when communicating with authorized representatives of all private and public agencies, including juvenile justice and children's services agencies.
- 2. Treatment agency staff shall provide written documentation of each youth's family participation or lack of participation and efforts to engage and include the family in the youth's treatment, if clinically appropriate.
- 3. Treatment agency should maintain a program manual containing the agency's policies and procedures, regulations regarding child abuse and neglect reporting requirements, duty-to-warn issues, handling of prescribed medications, and appropriate conduct when working with youth, etc. This manual shall be used as an orientation manual for new treatment agency staff.

- a. Treatment agency should provide new staff orientation and ongoing staff development trainings on agency policies and procedures, including appropriate documentation, duty-to-warn issues, and confidentially.
- b. For non-residential programs, the treatment agency staff shall record a progress note for each client contact. Progress notes shall include, a description of youth's progress on treatment plan problems, goals/objectives, action steps, and/or referrals, attendance, date (month, day, and year) and duration of individual or group counseling sessions. These documents are to be kept in youth's chart.
- c. For residential programs, the treatment agency staff shall record progress notes in accordance with regulating agencies, including Title 22 Drug Medi-Cal and California Department of Social Services Community Care Licensing regulations as applicable. Progress notes shall include, a description of youth's progress on treatment plan problems, goals/objectives, action steps, and/or referrals, attendance, date (month, day, and year) and duration of individual or group counseling sessions. These documents are to be kept in youth's chart.

DISCHARGE PLANNING AND AFTERCARE

Standard:

1. Treatment agency shall include in each youth's file a discharge summary stating the reason for discharging the youth (e.g., program completion, termination, or absence from treatment services for 30 days or more) and a discharge plan. The documentation shall include an assessment of the degree to which each youth accomplished the goals/outcomes of his/her treatment plan. Treatment agency shall notify those agencies involved in the youth's treatment with the youth's signed consent only:

Practice:

a. Prior to discharge, the treatment agency counselor, in coordination with the youth, and his/her parents or legal guardians (when possible or clinically appropriate), shall develop a discharge plan, including aftercare activities and other supportive services (e.g., relapse prevention, recovery support, family involvement, and linkages to other services, as needed).



Co-Occurring Disorders

Standards:

- Treatment agency staff shall identify youth with existing COD based upon the results of the initial intake assessment. Upon identification, the youth shall be referred for a comprehensive assessment by a mental health professional.
- Treatment agency should promote staff "cross-training," implying that that AOD
 treatment staff be trained to provide some form of mental health treatment. An
 important element in COD treatment is the integration of both mental health and
 substance abuse services, being provided through the cross-education of an
 inter-disciplinary treatment team.
- 3. Treatment agency staff shall provide best practice models for treatment of COD youth. Recommended models are Parallel Treatment (the youth participates in treatment from two separate providers simultaneously, mental health treatment is provided by mental health clinicians, and AOD treatment is provided by AOD counselors) or Integrated Treatment (the youth participates in treatment from one provider that combines elements of both mental health and AOD treatment into a unified and comprehensive treatment program). With both recommended models, multi-disciplinary team collaboration is essential to ensure a continuum of care (CSAT TIPS No. 9).
- 4. Treatment agency staff shall provide, or make provisions for, mental health interventions (e.g., crisis interventions, psychiatric hospitalizations) as needed throughout each youth's treatment.

- a. Treatment agency staff shall assess youth identified with a COD using an instrument that identifies both substance abuse and mental health problems for determining the appropriate course of treatment for the youth.
- b. Treatment agency staff shall develop individualized treatment plans for youth identified with a COD based on the results of the initial clinical assessment and other considerations as deemed relevant by staff, the youth, and as appropriate by his/her parent or legal guardian.
- c. Treatment agency should provide when possible a multi-disciplinary team (e.g., AOD counselor, mental health clinician/worker, case manager, and psychiatrist) approach with a biopsychosocial emphasis, and an understanding of the addictive processes combined with a knowledge of drugs of abuse (CSAT TIPS No 9).



System Linkages

Standards:

- 1. The treatment agency shall maintain formal and informal linkages with agencies in other service systems such as mental health agencies, local probation offices, local schools, mentoring programs, youth community programs, and health care services. The agency shall make referrals to other service systems as means for ensuring that each youth has access to a continuum of care. The agency shall make arrangements with such organizations to provide needed services for youth and their families when the agency is not able to directly provide the needed services or when another agency is more appropriate to provide a needed service requiring specialized expertise.
- 2. The treatment agency shall maintain a collaborative relationship with other ADPA contracted treatment agencies. In this way, it will assist youth in accessing services from other agencies when the initial agency is not able to directly provide the needed services, or when another agency is more appropriate for providing needed services requiring specialized expertise. In some cases, following an initial assessment or an assessment during the treatment process, it is determined that a youth's treatment needs have changed in severity that requires a referral to a more appropriate level of care (e.g., residential or outpatient program) utilizing a step up/step down coordination approach.
- The treatment agency shall maintain a collaborative relationship with ADPA, including regularly attending the Youth Treatment System's Roundtable meetings and trainings.

- a. Treatment agency staff should refer a youth to another ADPA contracted AOD treatment agency when the findings from the initial clinical assessment indicate that the agency is not able to provide the level or type of AOD services needed, and/or when another contracted agency is more appropriate for providing a service that requires specialized expertise. When an ADPA contracted provider is unavailable, the treatment agency should make the most appropriate referral to ensure the youth has access to needed services.
- b. When referring youth to another agency, the treatment agency staff shall comply with all federal and State regulations for protecting confidentiality, including maintaining updated releases of information signed by the youth.



Developmental, Gender, and Cultural Issues

Standards:

- 1. The treatment agency shall ensure that program activities are sensitive and responsive to the youth's developmental age, education and comprehension level, gender, and cultural differences.
- 2. The treatment agency should conduct annual in-service trainings that address these issues with all employees that provide AOD treatment services. In the addition, treatment agency shall retain documentation that each employee has received the appropriate training.

- a. The treatment agency staff shall be trained on and receive clinical supervision to address the following considerations: each youth and his/her family's cultural norms, values, and beliefs; each youth's racial and multi-racial identity development; and each youth's issues related to personal gender and sexual identity development (CSAT TIPS 32).
- b. The treatment agency shall provide core AOD services that are tailored to the specific needs of the age group and development level. Among these needed services are assessment and diagnosis; appropriate type and level of treatment; counseling; a variety of other behavioral, cognitive, and family therapies; continuing care and relapse prevention; and independent living skills training (CSAT TIPS 4).



Safety Issues



Standards:

- 1. The treatment agency shall provide the level of structure, care, and supervision appropriate and necessary to ensure the safety of youth at all times while on the program site and while participating in off-site program activities, this includes maintaining established protocols and procedures for the protection of youth; providing adequate supervision of each youth's schedule and activities; monitoring each youth's food intake/special diets (when meals or snacks are served); and storing, distributing, and monitoring of each youth's medications in compliance with physician's instructions (CA-ADP, Youth Treatment Guidelines, August 2002).
- 2. The treatment agency shall accord each youth respect and dignity in his/her personal relationships with staff and other persons; and shall be free from using corporal or unusual punishment, exploitation, prejudice, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature (CA-ADP, Youth Treatment Guidelines, August 2002).
- Program policies on discipline and consequences for inappropriate behavior by program youth shall be non-violent and non-aversive. Such policies shall be clearly stated in program rules and procedures shared with each youth.
- 4. Treatment agency staff shall adhere to agency policies and procedures in cases of assaultive behavior by youth.
- Treatment agency staff shall not use any emergency intervention techniques or discipline specifically prohibited in the Gommunity Care Licensing regulations, as specified in Title 22, Division 6, Chapter 5, Article 8 of the California Code of Regulations (CA-ADP, Youth Treatment Guidelines, August 2002).
- 6. The treatment agency shall develop a protocol for completing and submitting timely reports to pertinent individuals, agencies, and/or authorities, including ADPA program monitors on incidents that occur involving each youth while receiving substance abuse treatment services in the program including: hospitalization, suspected physical, sexual, or psychological abuse; and death (CA-ADP, Youth Treatment Guidelines, August 2002).
- 7. Treatment agencies that provide residential treatment or govern school sites shall establish and maintain a written protocol for the management of prescription medications needed by youth, including the program's policy regarding documentation, storage, supervision, distribution, and administration of prescribed medications (CA-ADP, Youth Treatment Guidelines, August 2002). The treatment agency shall ensure employee compliance with policies.



Legal Issues

Standards:

- 1. When a youth faces a threat to life or physical well-being or is a threat to someone else, treatment agency staff shall immediately take action to ensure the youth's safety according to established agency protocols and inform the youth's parent or guardian as well as local authorities (CSAT TIPS 32; California Welfare and Institutions Code, Sections 5008, 5150, and 5170).
- 2. If a youth's family situation poses an immediate threat to his/her well being, treatment agency staff shall report that situation to child welfare officials according to established agency protocols and applicable laws (CSAT TIPS 32; California Welfare and Institutions Code, Sections 5008, 5150, and 5170).
- 3. The treatment agency shall obtain informed consent from each youth in order to collect and report youth and program evaluation activity data.

- a. The treatment agency shall maintain updated protocols in relation to regulations regarding child abuse and neglect reporting requirements, and duty-to-warn issues (CA-ADP, Youth Treatment Guidelines, August 2002).
- b. The treatment agency shall comply with all State and federal laws and regulations regarding informed consent for children, disclosure of confidential information such as patient-identifying information, and communication with parents, guardians, and courts (CA-ADP, Youth Treatment Guidelines, August 2002).
- c. The treatment agency shall maintain updated signed release of information forms for all youth participating in program evaluation activities (CSAT TIPS 32).



Staffing for AOD Programs The control of the second of t

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The staffing pattern of an ADPA contracted youth substance abuse treatment 1. program shall at minimum include a Program Director, Fiscal Manager, and Counselor.

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- Program Director shall be responsible for the overall operation of the program, a. including the monitoring of sub-contracted program services, and shall have a master's degree in a treatment-related field and/or a minimum of five years experience in counseling or other human services.
- Fiscal Manager shall be responsible for providing fiscal oversight for all contracts b. and sub-contracted agencies, shall have a bachelor's degree in an accountingrelated field, and at least two years experience in fiscal management.
- Counselors providing direct AOD treatment services (as defined in chapter 8, C. Section 13005, California Code of Regulations [CCR]) to youth and families shall have a minimum of two years experience in youth services (which includes working with youth who are runaways, victims of abuse, and pregnant or with children) and shall be licensed, certified, or registered to obtain certification of licensure pursuant to Chapter 8 (commencing with Section 13000, CCR). Written documentation of licensure, certification, or registration shall be included in the personnel file of all staff employed by the Contractor who provides counseling services.
- The treatment agency shall have an on-site AOD counselor who has been d. licensed or certified pursuant to Chapter 8 (commencing with section 13000, CCR) responsible for supervising counselors and AOD interns. Licensed clinicians are qualified to supervise AOD counselors and/or registered counselors.
- Each treatment agency staff member, including staff of sub-contracted agencies, e. shall have a Live Scan for criminal background check and a clearance to work in the program prior to providing services (ADPA Youth Services Contract Exhibit).
- Treatment agency shall have the capacity to meet the linguistic, developmental, f. gender, sexual orientation, and cultural needs of the program's target population.

- g. Treatment agency, and any sub-contracted agency, shall maintain documentation for all personnel with direct youth contact verifying training on HIV/AIDS transmission/prevention, mandatory child abuse reporting procedures, and youth confidentiality (ADPA Youth Services Contract Exhibit).
- h. Treatment agency shall retain documentation that all personnel supervising direct service staff and providing direct treatment services shall have current valid certification/licensure, training, and experience, for treating adolescents with AOD problems (ADPA, Request for Proposals or Adolescent Intervention, Treatment, and Recovery Program Services, December 1999).



Staffing for COD Programs

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Standard:

1. The staffing pattern of an ADPA contracted youth substance abuse treatment program that provides COD services shall at minimum include a Program Director, Fiscal Manager, Counselor, mental health professional, licensed clinical supervisor (in cases where agency is a Department of Mental Health Early Periodic Screening, Diagnosis, and Treatment [EPSDT] contractor), and interns.

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- a. <u>Program Director</u> shall be responsible for the overall operation of the program, including the monitoring of sub-contracted program services, and shall have a master's degree in a treatment-related field and/or a minimum of five years experience in counseling or other human services.
- b. Fiscal Manager shall be responsible for providing fiscal oversight for all contracts and sub-contracted agencies, shall have a bachelor's degree in an accounting-related field, and at least two years experience in fiscal management.
- Counselors providing direct AOD treatment services (as defined in chapter 8, Section 13005, California Code of Regulations [CCR]) to youth and families shall have a minimum of two years experience in youth services (which includes working with youth who are runaways, youth victims of abuse, and pregnant or with children) and shall be licensed, certified, or registered to obtain certification of licensure pursuant to Chapter 8 (commencing with Section 13000, CCR). Written documentation of licensure, certification, or registration shall be included in the personnel file of all staff employed by Contractor who provide counseling services.
- d. The treatment agency shall have an on-site AOD counselor who has been licensed or certified pursuant to Chapter 8 (commencing with section 13000, CCR) responsible for supervising counselors and AOD interns. Licensed clinicians are qualified to supervise AOD counselors and/or registered counselors.
- e. Mental health professionals providing direct services to youth and families shall have a minimum of two years experience in youth services as well as be licensed with appropriate licenses and/or certifications in one of the following: physician, psychologist, clinical social worker, marriage and family therapist, and registered nurse.

- f. The treatment agency staff may include license eligible or waivered Marriage and Family Therapists, Social Workers, and Psychologists or other licensed professionals.
- g. The treatment agency shall have a licensed clinician responsible for supervising unlicensed clinicians and mental health interns.
- h. Each treatment agency staff member, including staff of sub-contracted agencies, shall have a Live Scan for criminal background check and a clearance to work in the program prior to providing services (ADPA Youth Services Contract Exhibit).
- Treatment agency shall have the capacity to meet the linguistic, developmental, gender, sexual orientation, and cultural needs of the program's target population.
- j. Treatment agency, and any sub-contracted agency, shall maintain documentation for all personnel with direct youth contact verifying training certification on HIV/AIDS transmission/prevention, mandatory child abuse reporting procedures, and youth confidentiality (ADPA Youth Services Contract Exhibit).
- k. Treatment agency shall retain documentation that all personnel supervising direct service staff and providing direct treatment services shall have current valid certification/licensure, training, and experience for treating adolescents with AOD problems (ADPA, Request for Proposals for Adolescent Intervention, Treatment, and Recovery Program Services, December 1999).



Program Facilities

Standards:

1. Each residential treatment facility shall maintain documentation that it is licensed in accordance with applicable California statutes and regulations and continuously remains in compliance with such requirements throughout the ADPA contract period (CA-ADP, Youth Treatment Guidelines, August 2002). In addition, each residential treatment facility shall comply with all California Department of Social Services Community Care Licensing regulations and requirements.

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- Each outpatient treatment facility shall maintain documentation that it is certified
 in accordance with applicable California statutes and regulations and
 continuously remains in compliance with such requirements throughout the
 ADPA contract period (CA-ADP, Youth Treatment Guidelines, August 2002).
- 3. Each treatment facility shall be clean, sanitary, and in good repair at all times to ensure the safety and well being of youth, staff, and visitors (CA-ADP, Youth Treatment Guidelines, August 2002).
- 4. Each treatment agency facility shall comply with the Americans with Disabilities Act regulations.
- 5. Each treatment facility shall maintain an environment conductive to the provision of services for youth and their families in a manner that is respectful of cultural norms and ensures the dignity of each youth.



Program Monitoring

Standards:

- ADPA contracted treatment agencies shall be subject to detailed on-site visits conducted by County Contract Program Auditors to evaluate each special area of contracted services, including staff qualifications, licensure, insurance coverage, and adequacy of diagnosis, treatment, and charting.
- ADPA monitors will identify possible areas of non-compliance with contractual terms and provide consultative services to facility administrators regarding deficiencies.
- 3. ADPA monitors will write reports of audits and negotiate a plan for correcting deficiencies in coordination with the agency management.
- 4. ADPA monitors will manage assigned contracts including monitoring expenditures to ensure budgetary compliance, prepare budget modifications, ensure both accuracy and compliance with reporting data requirements, approve invoices, and ensure that the agency maintains inventory of purchased equipment.
- Agencies may be required to provide additional data for monitoring purposes, as requested by ADPA.
- ADPA contracted treatment agencies shall comply with all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives.

- a. Treatment agency shall be responsible for documenting the delivery of all specific services identified in the ADPA contract.
- b. Treatment agency shall be responsible for retaining such documentation in Los Angeles County and shall make the same available to the County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by ADPA during normal County business hours for purposes of inspection and audit.
- c. Treatment agency shall be responsible for maintaining adequate service records (e.g., recovery, treatment) on each youth which shall include, but not limited to: a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of youth interviews, progress notes, and a record of services provided by the various professional and paraprofessional staff in sufficient detail to permit an evaluation of services.



Data Collection and Program Reporting

Standard:

- The treatment agency shall establish and implement a plan for collecting and reporting program data, including but not limited to the following:
 - Procedures for collecting and reporting youth and program service data.
 - b. Procedures for compiling and reporting program youth characteristics.
 - c. Procedures for ensuring compliance with contractual requirements.
 - Procedures for ensuring compliance with fiscal requirements.
 - e. Procedures for assessing and monitoring program outcomes.

(ADPA, Request for Proposals for Adolescent Intervention, Treatment, and Recovery Program Services, December 1999).

- a. The treatment agency shall have the necessary computer hardware and software to compile and report program and youth data through ADPA's automated Community Information System and to report data for other program evaluation studies as instructed by ADPA.
- b. The treatment agency shall submit required program youth data to ADPA on a monthly basis by no later than the last business day of the month following the reporting month.
- c. The treatment agency shall submit fiscal billings and other reports as required by ADPA within specified time frames.
- d. Los Angeles County Participant Reporting System (LACPRS) Registration and Discharge Forms must be completed and transmitted through the automated system for each youth admitted into and discharged from treatment. A designated agency staff trained by ADPA shall submit required program youth data on a monthly basis by no later than the 10th business day of the month following the reporting month.
- e. Agencies providing services for youth referred by the Juvenile Justice Crime Prevention Act (JJCPA) shall complete and submit the required monthly reporting documents to ADPA by the 10th working day of the month following the reporting month.
- f. The treatment agency shall submit other reports and participant data for collaborative efforts and projects as determined by ADPA.